

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE, AT NASHVILLE

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|-----------------------------|---|---------------|
| NISSAN NORTH AMERICA, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | No. 3-07-0601 |
| |) | |
| SDM AUTOMOTIVE, LLC, |) | Judge Trauger |
| |) | |
| Defendant. |) | |

STIPULATED PERMANENT INJUNCTION
AND FINAL JUDGMENT

Upon agreement of the parties, as evidenced by the signatures of their counsel below, the parties stipulate as follows:

1. Plaintiff Nissan North America, Inc. ("Nissan") filed this action for violations of the Lanham Act, 15 U.S.C. §§ 1051-1127, and the statutory and common law of the State of Tennessee applicable to trademarks, consumer protection, and unfair competition against Defendant SDM Automotive, LLC. ("TFTM") on May 31, 2007.

2. This Court has jurisdiction of the subject matter of this action under 28 U.S.C. §§ U.S.C. §§ 1331, 1332, 1338, and 1367.

3. This Court has jurisdiction of the parties to this action.

4. Nissan is the authorized licensee of the INFINITI trademarks in the United States, which marks are registered on the Principal Register of the United States Patent and Trademark Office under numbers 1478618, 1621098, 1625201, 1632276, and 2160715.

5. Nissan has never licensed or permitted Defendant to use the INFINITI marks.

6. Defendant has used the INFINITI marks in its doing-business-as designation, in its promotional materials, and in its domain name <infinitibids.com>.

7. The use by Defendant of the INFINITI marks as described above has caused confusion as to the origin, sponsorship, or approval of Defendant's products and/or services by Nissan.

8. The use by Defendant of the INFINITI marks as described above was without license or authority by Nissan and was in violation of Nissan's trademark rights.

9. The parties have agreed to resolve this matter without further litigation.

10. Wherefore, the Temporary Restraining Order entered in this matter on May 31, 2007, and extended upon consent of the parties by order dated June 11, 2007, is made permanent, to wit: the Defendant, SDM Automotive, LLC, and all the persons acting in concert and in participation with it, including without limitation Danny Mayer and Steve Burhans, are enjoined from making any unauthorized use of Plaintiff's INFINITI marks or any mark that is similar to the INFINITI marks: (1) as part of any trademark, service mark, trade name, corporate name, or assumed name, or for any other commercial purpose; (2) as part of any internet domain name, title, description, key words, banners, links, or email addresses; and (3) as part of any and all websites and promotional materials in any and all forms and media, save that the INFINITI marks may be used in a nominative manner to identify Nissan's Infiniti-branded vehicles. Additionally, the following are examples of uses and things that are not violations of this Permanent Injunction: (a) an Internet business that brings prospective automobile buyers into contact with authorized automobile dealers, including INFINITI dealers; and (b) use of INFINITI and INFINITI automobile model names such as Infiniti M35 and Infiniti

M45 as meta tags, in source code, and the like, as part of the website contemplated in example (a) above.

11. The Defendant, SDM Automotive, LLC, and all the persons acting in concert and in participation with it, including without limitation Danny Mayer and Steve Burhans, are further enjoined from making any unauthorized use of photographs or images of Infiniti-branded automobiles that are copyrighted by Nissan or any of its affiliates, parents or related entities, or copyrighted by third parties and licensed to Nissan or any of its affiliates, parents or related entities.

12. The Defendant, SDM Automotive, LLC, is further ordered to take immediate steps to transfer the domain name <infinitibids.com> to Nissan.

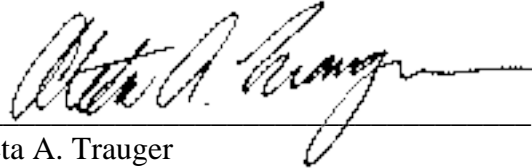
13. Each party to this Permanent Injunction and Final Judgment shall bear its respective attorneys' fees, costs and expenses incurred in this action.

14. The parties hereby waive any further findings of fact and conclusions of law in connection with this Permanent Injunction and Final Judgment and all right to appeal therefrom. It is the intention of the parties hereto that this Permanent Injunction and Final Judgment be afforded full collateral estoppel and res judicata effect and shall be enforceable as such.

15. This Court shall retain jurisdiction for the purposes of enforcing and/or interpreting this Permanent Injunction and Final Judgment and to determine any issues which may arise concerning this Permanent Injunction and Final Judgment.

16. The entry of this Stipulated Permanent Injunction and Final Judgment shall constitute the final judgment in this action.

IT IS SO ORDERED, ADJUDGED AND DECREED:



Aleta A. Trauger
United States District Judge

The undersigned agree to the entry of this judgment:

/s/ Joel T. Galanter
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and

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